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Attorneys for Baptist Foundation of Arizona, Inc.
and certain subsidiaries

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

In re:) In Proceedings Under Chapter 11
)
BAPTIST FOUNDATION OF ARIZONA, an) Case Nos. 99-13275-ECF-GBN through 99-
Arizona nonprofit 501(c)(3) corporation, and) 13364-ECF-GBN
related proceedings,)
) All Cases Jointly Administered Under Case
Debtors.) No. 99-13275-ECF-GBN
)
) **DEBTORS' OBJECTION TO PROOF OF**
) **CLAIM FILED BY VISTOSO PARTNERS,**
) **LLC**
)
)
)
)
)

Pursuant to Rule 3007 of the Bankruptcy Rules of Procedure and Section 502(a) of the Bankruptcy Code, Debtor and Debtor-in-Possession, Baptist Foundation of Arizona, Inc. (and or its affiliates and subsidiaries, some of which also may be co-debtors, as applicable; collectively “**BFA**”), submits the following objection to the proofs of claim filed by Vistoso Partners, L.L.C. (“**Vistoso Partners**”). In support of this objection, BFA offers the following memorandum of points and authorities.

MEMORANDUM IN SUPPORT OF OBJECTION

I. FACTS

1. On February 3, 2000, BFA Vistoso Partners filed its proof of claim in these jointly administered proceedings.

2. Vistoso Partners' proof of claim relates to an agreement between The Foundation Companies, Inc. ("TFCI") and Vistoso Partners dated October 28, 1997 (the "Agreement"), to share certain costs with respect to the installation of a street, known as Woodshade Road, and related utility improvements.¹

3. Vistoso Partners is the master developer of a planned community located near the Town of Oro Valley of which the TFCI Rancho Vistoso Project is a part thereof.

5. Under the Agreement, TFCI accepted to share in 50% of the costs associated with the installation of Woodshade Road and the related street improvements.

6. The Agreement was executory at the time that TFCI filed its bankruptcy petition, and TFCI became a co-debtor in the jointly administered BFA Chapter 11 cases.

7. Pursuant to the representations of Vistoso Partners, BFA understood that completing the improvements outlined in the Agreement were necessary to meet the requirements dictated by the performance bonds held by the town of Oro Valley.² In other words, BFA believed that it needed to assume the Agreement in order to sell the development lots in the ordinary course of business.

¹ A true and correct copy of the Agreement is attached hereto as Exhibit A.

² At the time of the assumption of the Agreement BFA understood the concept of a "linear park" to mean a green belt as is often required as an off-street improvement. It did not understand that concept to include a substitution of a trail system.

8. Accordingly, on March 8, 2000, BFA filed a motion with the Court requesting the authority to assume the Agreement. The Court entered an order approving BFA's motion to assume the Agreement on April 19, 2000.

9. Prior to paying the alleged expenses incurred by Vistoso Partners for constructing Woodshade Road, BFA discovered documentation demonstrating that it was not under any obligation under the Agreement to pay for the expenses incurred by Vistoso Partners. In fact, Vistoso Partners never built Woodshade Road as was contemplated in the Agreement. Instead of building Woodshade Road as contemplated under the Agreement, Vistoso Partners built a trail system known as Woodshade Riparian Trail System (the "Trail System"). This Trail System is part of the "Woodshade Linear Park."

10. BFA discovered that subsequent to signing the Agreement, Vistoso Partners approached the Town of Oro Valley with regard to substituting Woodshade Road for the Trail System.

11. TFCI agreed to the substitution of the Trail System based upon certain conditions. On July 9, 1998, TFCI sent a letter to the Town of Oro Valley outlining these conditions and requesting the Town's confirmation that these conditions were satisfied.³

12. The third condition in TFCI's July 9, 1998, letter to the Town of Oro Valley was TFCI's request that the Town confirm *'that the Trail System development will not be tied in any way to the Foundation's property at Parcels K, L, and M and that the Foundation's ability to develop, market and sell its property will in no way be affected by the contemplated Trail System development or Vistoso Partners' failure to complete the improvements as contemplated.'*

³ A true and correct copy of the July 9, 1998 letter is attached hereto as Exhibit B.

13. On August 5, 1998, the Town of Oro Valley confirmed all of the requested conditions, including the release of TFCI from claims related to Vistoso Partners' failure to complete the Trail System.⁴

14. TFCI and Vistoso Partners never entered into any separate agreement relating to the sharing of costs associated with the Trail System.

15. Nor did TFCI and Vistoso Partners ever amend the Agreement to require TFCI to share the costs of the Trail System rather than Woodshade Road.

16. Vistoso Partners' proof of claim reflects TFCI's putative share of the costs to build the trail system.

III. BASIS FOR OBJECTION

Objections to claims are governed by 11 U.S.C. § 502(a), which provides that "[a] claim or interest, proof of which is filed under section 501 of this title, is deemed allowed, unless a party in interest, . . . objects." Section 502(b) provides that "[i]f such objection to a claim is made, the court, after notice and a hearing, shall determine the amount of such claim in lawful currency of the United States as of the date of the filing of the petition, and shall allow such claim in such amount." Federal Rule of Bankruptcy Procedure 3001(f) provides that a proof of claim filed in accordance with the rules "shall constitute prima facie evidence of the validity and amount of the claim." The burden of proof is on the objecting party to produce evidence equivalent in probative value to that of the creditor to rebut the prima facie effect of the proof of claim.

However, "the ultimate burden of persuasion is always on the claimant." In Re Holm, 931 F.2d 620, 623 (9th Cir. 1991) (citing 3 L. King, *Collier on Bankruptcy* § 502.02, at 502-22

⁴ A true and correct copy of the August 5, 2000 letter is attached hereto as Exhibit C.

(15th ed. 1991) (footnotes omitted)). A properly supported objection to a claim initiates a contested matter under the Bankruptcy Rules of Procedure. See Fed. R. Bankr. P. 3007(adv. comm. note).

A. Vistoso Partners Has No Claim Against BFA Under The Agreement.

BFA is not liable to Vistoso Partners under the Agreement.

On the first page, and in the first paragraph, the Agreement states,

The Foundation and Vistoso Partners *agree to share certain costs with respect to the installation of the street and utility improvements in Woodshade Road* from Rancho Vistoso Boulevard to the west boundary of Parcel M of Neighborhood 10 ...

(emphasis added)

Furthermore, the Agreement states on page 4 at paragraph 6 that:

This Agreement, together with the Exhibits attached hereto, sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement is executed *and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto.*

(emphasis added)

Thus, BFA's only potential liability to Vistoso Partners under the Agreement is for the construction of Woodshade Road.

In its proof of claim, Vistoso Partners lists a "Recap of Costs Related to the Woodshade Linear Park" in the total amount due and owing from BFA of \$207,700.85. Vistoso Partners does not list anywhere in its proof of claim an amount due and owing with costs related to the construction of Woodshade Road. In fact, Vistoso Partners has incurred no costs related to the construction of Woodshade Road because Woodshade Road was never built. Instead, Vistoso Partners is apparently attempting to charge BFA for expenses that are not contemplated in the Agreement.

B. The Agreement Has Not Been Amended, Nor Has BFA Incurred Any Other Liability To Vistoso Partners.

There has been no amendment of the Agreement, written or otherwise, in which BFA has agreed to pay for the expenses associated with the construction of the Woodshade Linear Park or the Trail System. Moreover, TFCI never entered into any other agreement with Vistoso Partners, and never consented to share the costs for which Vistoso Partners now seeks payment.

As such, Vistoso Partners' proof of claim is baseless. The supposed basis of the proof of claim is an Agreement that never has been performed. The construction of the Woodshade Road has not occurred and it will not occur. Further, the Agreement was never amended to include costs associated with the Woodshade Linear Park or the Trail System. The foregoing renders the Vistoso Partners' proof of claim unsupported and invalid.

IV. CONCLUSION

For the above-described reasons, BFA respectfully requests that the Court disallow the Vistoso Partners' claim.

RESPECTFULLY SUBMITTED this 7th day of November, 2000.

SQUIRE, SANDERS & DEMPSEY L.L.P.

Two Renaissance Square
40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004-4441

By: /s/ Craig D. Hansen

Attorneys for Baptist Foundation of Arizona, Inc.,
and certain of its subsidiaries and affiliates

AGREEMENT dated October 28, 1997 by and between The Foundation Companies, Inc., an Arizona corporation (the "Foundation"), and Vistoso Partners, L.L.C., an Arizona limited liability company ("Vistoso Partners").

1. Improvement of Woodshade Road. The Foundation and Vistoso Partners agree to share certain costs with respect to the installation of the street and utility improvements in Woodshade Road from Rancho Vistoso Boulevard to the west boundary of Parcel M of Neighborhood 10, on the following terms:

a. Notification. If at the time either the Foundation or Vistoso Partners (the "Notifying Party") is ready to install the street and utility improvements in Woodshade Road, the other party has not yet commenced installation of such improvements pursuant to this Paragraph, the Notifying Party shall give the other party (the "Non-Notifying Party") written notice of its intent to commence the improvements ("Commencement Notice") setting forth the improvements to be accomplished and the estimated cost of the improvements broken down by subcontractor and containing a copy of the plans for the improvements and a copy of all bids exceeding Ten Thousand Dollars (\$10,000.00) which the Notifying Party desires to accept for portions of the work. The Non-Notifying Party may, by written notice to the Notifying Party within fifteen (15) days following receipt of the Commencement Notice, elect to install the improvements for its cost therefor but not to exceed the estimated cost of the improvements set forth in the Commencement Notice, in which case it may make use of the engineering plans delivered to it by the Notifying Party. If the Non-Notifying Party elects to install the improvements, the Non-Notifying Party shall commence same within thirty (30) days after the end of said fifteen (15) day period and shall thereafter proceed expeditiously to complete the improvements. If the Non-Notifying Party does not so elect to install the improvements or does not commence installation thereof within thirty (30) days after the end of said fifteen (15) day period, the Notifying Party shall promptly upon the expiration of the applicable period commence the improvements and shall thereafter cause the improvements to be installed in an expeditious manner. In the event any subcontractor requests a change order exceeding Five Thousand Dollars (\$5,000.00) which the party responsible for the installation of the improvements (the "Installing Party") desires to approve, the Installing Party shall provide the other party (the "Non-Installing Party") with written notice thereof accompanied by a copy of the change order request. The Non-Installing Party shall have the right to approve or disapprove such change order, within five (5) days of receipt of such notice. If the Non-Installing Party does not disapprove the change order within said five (5) day period, the change order shall be deemed to be approved. If the Non-Installing Party disapproves the change order, the parties will negotiate in good faith to resolve the treatment of the change order. If either the Foundation or Vistoso Partners installs improvements without following the foregoing notification procedure, the other party may object to the amount of requested reimbursement and shall only be required to reimburse the Installing Party for the Non-Installing Party's pro rata share (as determined in the manner provided below) of the reasonable cost of the improvements. Notwithstanding the foregoing, in all events the party paying for the preparation of the plans for the improvements described in this Paragraph 1(a) shall be reimbursed by the other party for the other party's pro rata share (as determined in the manner provided below) of the reasonable cost thereof.

EXHIBIT "H"

b. Payment and Reimbursement of Costs. The Installing Party shall expeditiously pursue the completion of the improvements and shall pay all bills in connection therewith when due in accordance with the terms of the applicable contract but in any event prior to such time as failure to pay would give rise to lien rights in favor of any contractor. The Installing Party shall be entitled to reimbursement from the Non-Installing Party based on the Non-Installing Party's pro rata share (as determined in the manner provided below) thereof and based on the percentage of completion of the improvements. Payment shall be made within fifteen (15) days of receipt by the Non-Installing Party of written request therefor accompanied by invoices for work actually performed or materials delivered to the improvement site and lien waivers with respect to all work and materials covered by the prior request for payment. There shall be no entitlement for reimbursement of any sums for the Installing Party's supervision, overhead, or profit.

c. Completion of Improvements. If, at any time after commencement of the installation of the improvements to Woodshade Road described above, the Non-Installing Party determines in its reasonable judgment that the installation of the improvements is not being diligently pursued, following written notice to the Installing Party and a fifteen (15) day opportunity to cure, the Non-Installing Party (the "Curing Party") may complete the installation of the applicable improvements and shall be entitled to reimbursement in an amount equal to the other party's pro rata share (as determined in the manner provided below) of the reasonable cost thereof. The Curing Party shall then be treated as the Installing Party for purposes of Paragraph 1(b) above with respect to improvements completed pursuant to this Paragraph 1(c) and the other party shall be treated as the Non-Installing Party for purposes of Paragraph 1(b) above with respect to improvements completed pursuant to this Paragraph 1(c).

d. Proration of Costs. Reimbursement for the cost of the improvements to Woodshade Road shall be prorated between the Foundation and Vistoso Partners based on lineal feet of street frontage, with the Foundation to be responsible for the lineal feet of street frontage on the south side of Woodshade Road from Rancho Vistoso Boulevard to the west boundary of Parcel M of Neighborhood 10 and with Vistoso Partners to be responsible for the lineal feet of street frontage on the north side of Woodshade Road from Rancho Vistoso Boulevard to the west boundary of Parcel M of Neighborhood 10.

e. Indemnification. Vistoso Partners hereby indemnifies, defends and holds harmless the Foundation from and against any materialmen's or other liens affecting property owned by the Foundation arising as a result of the installation of the improvements to Woodshade Road pursuant to this Paragraph 1 in the event Vistoso Partners installs such improvements and all costs and expenses incurred by the Foundation in connection therewith, including, but not limited to, reasonable attorneys' fees. The Foundation hereby indemnifies, defends and holds harmless Vistoso Partners from and against any materialmen's or other liens affecting property owned by Vistoso Partners arising as a result of the installation of the improvements to Woodshade Road pursuant to this Paragraph 1 in the event the Foundation installs such improvements and all costs and expenses incurred by Vistoso Partners in connection therewith, including, but not limited to, reasonable attorneys' fees.

f. Interest; Right of Offset. If either party fails to pay when due any amounts due the other party under this Paragraph 1 such party shall be entitled to interest on such amounts at a rate of eighteen percent (18%) per annum from the date such amounts became due.

g. Moore Road. Vistoso Partners agrees, at its own expense, to landscape the south side of Moore Road, Phase II. Foundation agrees, at its own expense, to landscape the north side of Moore Road, Phase II. Vistoso Partners and the Foundation agree to split the cost of landscaping the median for Moore Road, Phase II.

2. Notices. Any and all notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Vistoso Partners: John Beerling
5861 South Kyrene Road
Suite 1
Tempe, Arizona 85283

To the Foundation: The Foundation Companies, Inc.
1313 East Osborn Road, Suite 250
Phoenix, Arizona 85014
Attention: Thomas D. Grabinski, Esq.
General Counsel

With a copy to: Kyle B. Hettinger, Esq.
Brown & Bain, P.A.
2901 North Central Avenue
Phoenix, Arizona 85012

or at any other address designated by the Foundation or Vistoso Partners in writing, and any such notice or communication shall be deemed to have been given as of the date of delivery, if hand delivered, or as of three (3) days after the date of mailing if mailed within the continental United States, or seven (7) days after mailing, if mailed outside the continental United States.

3. Costs and Attorneys' Fees. In the event suit is brought or an attorney is retained to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, costs of investigation, and other expenses incurred in connection therewith.

4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, successors and assigns.

5. Further Instruments and Documents. Each party hereto shall, promptly upon the request of the other party or any escrow agent, have executed, acknowledged and delivered

to the other party any and all further instruments and shall take all such further action as is reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement or to satisfy any escrow agent's requirements.

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, sets forth the entire understanding of the parties as to the matters set forth herein as of the date this Agreement is executed and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto.

7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

8. Severability. In the event any provision hereof or of any of the documents to be executed pursuant to the terms of this Agreement, or any portion of any provision hereof or thereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining portion of that provision or any other provision hereof or thereof, as each provision of this Agreement and such other documents shall be deemed to be severable from all other provisions hereof or thereof.

9. Waiver. The waiver by any party hereto of any right granted to it hereunder, shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument.

11. Headings. The headings set forth in this Agreement are inserted only for convenience and are not in any way to be construed as part of this Agreement or a limitation on the scope of the particular paragraph to which they refer.

12. Survival. The covenants, warranties and representations set forth herein shall survive the recordation of any recordable instruments and the terms and provisions of this Agreement shall not merge with, be extinguished by or otherwise affected by any subsequent conveyance or instrument by or between the parties hereto unless such instrument shall specifically so state and be signed by the parties hereto.

13. Time of the Essence. Time is and shall be of the essence of each and every provision of this Agreement.

14. Time Periods. If the time for performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for such performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the Foundation and Vistoso Partners have executed this Agreement as of the date set forth above.

THE FOUNDATION COMPANIES, INC., an
Arizona corporation, formerly known as
Foundation Development Corporation

By *James D. Grubbs*
Its SECRETARY

VISTOSO PARTNERS, L.L.C., an Arizona
limited liability company

By *David A. Hill*
Its MANAGER

BROWN & BAIN, P.A.

Attorneys at Law

Kyle B. Hettinger
T (602) 351-6040
khettinger@brownbain.com

July 9, 1998

The Foundation Companies, Inc.:
Rancho Vistoso

Dear Mr. Hook:

This firm represents The Foundation Companies, Inc. (the "Foundation"), the sole beneficiary under First American Title Insurance Company Trust Nos. 4585 and 4586, which trusts are the fee owners of Parcels K and L, Neighborhood 10, Rancho Vistoso (Sunset Ridge) and Parcel M, Neighborhood 10, Rancho Vistoso (Sunset Ridge II). It is our understanding that Vistoso Partners, L.L.C. ("Vistoso Partners") has approached the Town of Oro Valley (the "Town") about not proceeding with the installation of the street improvement of proposed Woodshade Road from Rancho Vistoso Boulevard west to Hidden Springs Road. It is further our understanding that Vistoso Partners has proposed the following: (i) conveying to Vistoso Community Association the 80' wide corridor of property that was to be used for proposed Woodshade Road, (ii) improving such corridor of property as a Woodshade Riparian Trail System (the "Trail System") in accordance with plans and specifications being developed by The WLF Group, Inc., and (iii) entering into assurance/bonding arrangements with the Town to assure completion of the Trail System improvements in accordance with plans and specifications approved by the Town.

This letter confirms that the Foundation is amenable to not proceeding with the proposed Woodshade Road and is further amenable to the construction of the Trail System provided that the following conditions are satisfied:

- (i) The Town confirms with the Foundation that Woodshade Road has not been publicly dedicated to the Town or any other governmental entity by plat or any other instrument;
- (ii) Vistoso Partners executes and delivers to the Town and/or Vistoso Community Association any and all instruments of conveyance and assurance as may be required by the Town and Vistoso Community

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Mr. David Hook

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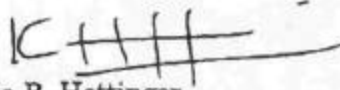
July 9, 1998

Association relating to the proposed Trail System and any drainage or other improvements relating thereto; and

- (iii) The Town confirms that the Trail System development will not be tied in any way to the Foundation's property at Parcels K, L and M and that the Foundation's ability to develop, market and sell its property will in no way be affected by the contemplated Trail System development or Vistoso Partners' failure to complete the improvements as contemplated.

Please call me if you have any questions or comments or if the Foundation can further assist in any way.

Very truly yours,

A handwritten signature in black ink, appearing to read 'KH' followed by several vertical strokes and a horizontal line.

Kyle B. Hettinger

David Hook, Town Engineer
Oro Valley Public Works Department
680 West Calle Concordia
Oro Valley, Arizona 85737

KBH:mah

Copy to:

Jim Hossley, Supervisor
Road and Drainage Operations
Oro Valley Public Works Department
680 West Calle Concordia
Oro Valley, Arizona 85737

Mr. Bryant Nodine
Planning and Zoning Administrator
Oro Valley Public Works Department
680 West Calle Concordia
Oro Valley, Arizona 85737

Mr. David Hook

-3-

July 9, 1998

Mr. Dick Blanchard

Director of Investments

The Foundation Companies, Inc.

1313 East Osborn, Suite 250

Phoenix, Arizona 85014

Mr. Jerry L. Zillman

Project Manager

The WLB Group, Inc.

4444 East Broadway

Tucson, Arizona 85711



TOWN OF ORO VALLEY
11000 N. LA CAÑADA DRIVE
ORO VALLEY, ARIZONA 85737
Administrative Offices (520) 297-2591 Fax (520) 297-0428

August 5, 1998

Mr. Kyle B. Hettinger
Brown and Bain, P.A.
P.O. Box 400
Phoenix, AZ 86011-0400

Dear Mr. Hettinger:

In response to your July 9, 1998 letter to the Town of Oro Valley, this letter confirms

- 1 - that Woodshade Road has not been publicly dedicated to the Town or any other governmental entity by plat or any other instrument;
- 2 - that any instruments of conveyance and assurance that may be required by the Town relating to the proposed Trail System and any drainage or other improvements relating thereto will be required of Vistoso Partners;
- 3 - that the Trail System development will not be tied in any way to the Foundation's property at Parcels K, L and M, and that the Foundation's ability to develop, market and sell its property will in no way be affected by the contemplated Trail System development or Vistoso Partners' failure to complete to improvements as contemplated.

Please call me if you have any questions.

Sincerely,

Bryant Nodine, AICP
Planning and Zoning Administrator

Copy: Bill Jansen
Civil Engineer
Oro Valley Public Works Dept.

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BROWN & BAIN, P.A.

Attorneys at Law

Kyle B. Hettinger

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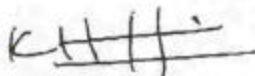
August 19, 1998

The Foundation Companies, Inc.:
Rancho Vistoso: UDC Home

Dear Bryant:

Thank you for your August 5, 1998 letter regarding the Trail System development. Please let me know if The Foundation Companies can provide any further assistance.

Very truly yours,



Kyle B. Hettinger

Bryant Nodine, AICP
Planning and Zoning Administrator
Town of Oro Valley
11000 North La Canada Drive
Oro Valley, Arizona 85737

KBH:mah

Copy to:

Mr. Richard S. Blanchard
Director of Investments
The Foundation Companies, Inc.
1313 East Osborn, Suite 250
Phoenix, Arizona 85014

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khettinger@brownbain.com

July 2, 1998

Rec'd 7/7/98


The Foundation Companies, Inc.:
Rancho Vistoso: UDC Home

Dear Dick:

I have enclosed a proposed letter regarding the Woodshade Road issue, along with information regarding the Woodshade Riparian Trail System. The remaining unresolved issues between the Foundation and Vistoso Partners under the old proposed cost sharing agreement are (i) whether Vistoso Partners will request/insist that Foundation share part of the cost of the proposed Trail System improvements, and (ii) the completion of the landscaping improvements on Moore Road, Phase II (the Foundation was to have responsibility for landscaping the north side, Vistoso Partners was to have responsibility for landscaping the south side and the parties were to split the cost of landscaping the median). On the latter issue, Jerry Zillman reported that only a portion of the irrigation was completed on Moore Road. Jerry's understanding at this point is that Vistoso Partners was going to complete all of the landscape work along Moore Road and would submit invoices to the Foundation for cost splitting.

Please call me with your comments and questions.

Very truly yours,



Kyle B. Hettinger

Mr. Richard S. Blanchard
Director of Investments
The Foundation Companies, Inc.
1313 East Osborn, Suite 250
Phoenix, Arizona 85014

7/7/98 Kye - OK to send
(PB)

KBH:mah
Enclosures

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